

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 14 2011

Phil Lombardi, Clerk
U.S. DISTRICT COURT

1) UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

1) MICHAEL BRADFORD,)

Defendant.)

CIVIL NO.

11 CV - 578 GKF PJC

COMPLAINT

The Plaintiff, United States of America, by THOMAS SCOTT WOODWARD,
United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant
United States Attorney, for its Complaint against Defendant, Michael Bradford, alleges and
states:

1. This action is instituted with the approval of the Attorney General of the
United States and jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §1345.

2. The Defendant's address is in Tulsa, Oklahoma, within the jurisdiction of
this Court.

3. The Defendant is indebted to Plaintiff in the principal amounts of \$8,721.35,
\$20,009.72, \$8,988.35, \$11,729.96 and \$8,255.03, plus accrued interest in the amounts of
\$11,178.35, \$17,357.25, \$7,210.55, \$9,799.78 and \$6,620.41 at the rates of 10%, 3.42%,
3.16%, 3.27%, and 3.16% per annum, as shown on the Certificates of Indebtedness attached
hereto as Plaintiff's Exhibits A, B, C, D, and E.

(Handwritten initials)

4. Demand for payment of the indebtedness has been made upon the Defendant and said sum has not been paid.

5. Under and pursuant to 20 U.S.C. § 1091a Congress eliminated any and all statutes of limitations defendant may have otherwise pled in defense of this action.

WHEREFORE, Plaintiff prays for judgment against Defendant in the principal amounts of \$8,721.35, \$20,009.72, \$8,988.35, \$11,729.96 and \$8,255.03, plus accrued interest in the amounts of \$11,178.35, \$17,357.25, \$7,210.55, \$9,799.78 and \$6,620.41 as of August 18, 2011, at the rates of 10%, 3.42%, 3.16%, 3.27%, and 3.16% per annum until judgment, plus filing fees in the amount of \$350.00 as provided by 28 U.S.C. § 2412(a)(2), plus interest thereafter at the legal rate until paid, plus costs of this action, and all other further relief as the Court deems just.

UNITED STATES OF AMERICA

THOMAS SCOTT WOODWARD
United States Attorney

A handwritten signature in black ink, appearing to read "Phil Pinnell", written over a horizontal line.

PHIL PINNELL, OBA # 7169
Assistant United States Attorney
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Tulsa, Oklahoma 74119
(918) 382-2700
fax (918) 560-7948
phil.pinnell@usdoj.gov

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #1 OF 5

Michael S. Bradford
5818 East 50th Street
Tulsa, OK 74135
Account No. XXXXX3502

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/17/11.

On or about 08/13/90, 03/28/91, and 01/08/92, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00, \$2,625.00, and \$2,625.00 from Stillwater National Bank. This loan was disbursed for \$2,625.00 on 09/27/90 & 12/20/90, \$2,625.00 on 05/07/91 & 08/26/91, and \$2,625.00 on 01/08/92 & 05/15/92, at 10.00 percent interest per annum. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 12/30/97, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,907.12, \$2,907.11, and \$2,907.12 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/01/06, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$223.68 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$8,721.35
Interest:	\$11,178.35
Total debt as of 08/17/11:	\$19,899.70

Interest accrues on the principal shown here at the rate of \$2.39 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

8/26/11

Michael Illes
Loan Analyst
Litigation Support

Michael Illes
Loan Analyst

EXHIBIT A

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #2 OF 5

Michael S. Bradford
5818 East 50th Street
Tulsa, OK 74135
Account No. XXXXX3502

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/17/11.

On or about 08/13/90, 03/28/91, and 01/08/92, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00, \$4,000.00, and \$4,000.00 from Stillwater National Bank. This loan was disbursed for \$4,000.00 on 10/26/90 & 12/27/90, \$4,000.00 on 05/07/91, and \$4,000.00 on 01/23/92 & 05/15/92, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 01/15/98, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$7,046.87, \$6,683.29, and \$6,279.56 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/01/06, assigned its right and title to the loan to the Department.

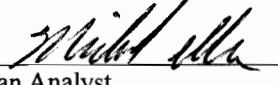
Since assignment of the loan, the Department has credited a total of \$449.98 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$20,009.72
Interest:	\$17,357.25
 Total debt as of 08/17/11:	 \$37,366.97

Interest accrues on the principal shown here at the current rate of 3.42 percent and a daily rate of \$1.87 through June 30, 2012, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 8/26/11


Loan Analyst
Litigation Support

Michael Illes
Loan Analyst

EXHIBIT B

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #3 OF 5

Michael S. Bradford
5818 East 50th Street
Tulsa, OK 74135
Account No. XXXXX3502

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/17/11.

On or about 10/07/92 and 08/10/93, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 and \$5,500.00 from Stillwater National Bank. This loan was disbursed for \$2,625.00 on 09/28/92 & 02/15/93 and \$5,500.00 on 08/09/93 & 11/15/93, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 12/30/97, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,903.93 and \$6,084.42 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/01/06, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$196.18 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

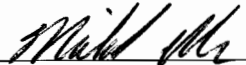
Principal:	\$8,988.35
Interest:	\$7,210.55
Total debt as of 08/17/11:	\$16,198.90

Interest accrues on the principal shown here at the current rate of 3.16 percent and a daily rate of \$0.78 through June 30, 2012, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

8/26/11


Loan Analyst
Litigation Support

Michael Illes
Loan Analyst

EXHIBIT C

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #4 OF 5

Michael S. Bradford
5818 East 50th Street
Tulsa, OK 74135
Account No. XXXXX3502

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/17/11.

On or about 10/07/92 and 08/10/93, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 and \$5,000.00 from Stillwater National Bank. This loan was disbursed for \$4,000.00 on 10/19/92 & 02/15/93 and \$5,000.00 on 08/09/93 & 11/15/93, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 02/27/98 and 03/12/98, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$5,976.30 and \$5,753.66 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/01/06, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$259.80 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$11,729.96
Interest:	\$9,799.78
 Total debt as of 08/17/11:	 \$21,529.74

Interest accrues on the principal shown here at the current rate of 3.27 percent and a daily rate of \$1.05 through June 30, 2012, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: _____

P/26/11

Loan Analyst
Litigation Support

Michael Illes

**Michael Illes
Loan Analyst**

EXHIBIT D

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #5 OF 5

Michael S. Bradford
5818 East 50th Street
Tulsa, OK 74135
Account No. XXXXX3502

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/17/11.

On or about 10/13/94 and 09/12/95, the borrower executed promissory note(s) to secure loan(s) of \$5,500.00 and \$3,500.00 from Stillwater National Bank. This loan was disbursed for \$5,500.00 on 11/15/94 & 02/15/95 and \$750.00 & \$1,000.00 on 10/02/95, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Oklahoma State Regents for Higher Education, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 12/18/97, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$6,262.43, \$853.97, and \$1,138.63 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/19/03, assigned its right and title to the loan to the Department.


Since assignment of the loan, the Department has credited a total of \$231.36 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$8,255.03
Interest:	\$6,620.41
Total debt as of 08/17/11:	\$14,875.44

Interest accrues on the principal shown here at the current rate of 3.16 percent and a daily rate of \$0.71 through June 30, 2012, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 8/26/11



Loan Analyst
Litigation Support

Michael Illes
Loan Analyst

EXHIBIT E